

## **STATION EXCHANGE AGREEMENT**

This Agreement ("Agreement") is effective on the 7<sup>th</sup> day of February, 2007 by and between Stone Communications, Inc., a Michigan corporation (hereinafter referred to as "Stone"), Fort Bend Broadcasting Company, Inc., a Texas corporation, (hereinafter referred to as "Fort Bend"), and Independent Land Company, a Michigan corporation (hereinafter referred to as "Independent"), who agree as follows:

### **WITNESSETH:**

WHEREAS, Stone Communications, Inc. is the licensee in good standing of AM Radio Station WWKK (hereinafter "WWKK") authorized by the Federal Communications Commission ("Commission" and/or "FCC") to operate on a frequency of 750 KHz in Petoskey, Michigan (FCC Facility Number 79338), and

WHEREAS, Fort Bend Broadcasting Company is the licensee in good standing of AM radio Station WLDR-AM (hereinafter "WLDR-AM") authorized by the Federal Communications Commission to operate on a frequency of 1210 KHz, in Kingsley, Michigan (FCC Facility Number 4599), along with auxiliary license used in the operation thereof; and

WHEREAS, Stone is a Michigan corporation in good standing and holding title and ownership of certain personal and intangible assets used and useful in the operation of WWKK which are the subject of this Agreement; and

WHEREAS, Fort Bend is a Texas corporation in good standing and holding title and ownership of certain real, personal, and intangible assets used and useful in the operation of WLDR-AM which are the subject of this Agreement; and

WHEREAS, Stone has a total of one shareholder whose name is Richard D. Stone (100 % interest), and who represents and warrants that he is fully authorized to execute this contract on behalf of the corporation; and

WHEREAS, Fort Bend has a total of one shareholder whose name is Roy E. Henderson (100 % interest), and who represents and warrants that he is fully authorized to execute this contract on behalf of the corporation; and

WHEREAS, Independent has a total of one shareholder whose name is Roy E. Henderson (100 % interest), and who represents and warrants that he is fully authorized to execute this contract on behalf of the corporation; and

WHEREAS, Stone and Fort Bend desire to exchange the personal property, licenses and other authorizations issued by the Commission for the operation of WWKK and WLDR-AM (hereinafter collectively referred to herein as the "Stations"), as described on the accompanying exhibits; and

WHEREAS, the FCC licenses and authorizations for the Stations may not be assigned to Stone and Fort Bend without the prior written consent of the Commission; and

WHEREAS, Independent joins in this Agreement to bind whatever interest it may have in the WLDR-AM Real Property, as defined below and referred to throughout this Agreement, such that, in addition to any specific representations and warranties of Independent, any representation or warranty by Fort Bend as to any matter pertaining to the WLDR-AM Real Property shall implicitly, and in all cases, be considered as the identical representation having been made by Independent;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties intending to be legally bound agree as follows:

1. Definitions. Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

(a) "Assignment Applications" refers to the FCC applications on Form 314 that Stone and Fort Bend will join in and file with the Commission requesting the unconditional, written consent to the assignment of the FCC licenses of WWKK to Fort Bend and of the FCC licenses to WLDR-AM to Stone;

(b) "Final Order" means action by the Commission granting its consent and approval to the Assignment Applications that is not subject to administrative or judicial reconsideration, review, rehearing or appeal and the time for commencement of any reconsideration, review, rehearing or appeal shall have expired;

(c) "Closing Date" means the fifth (5th) business day following the latest date that both of the Commission's orders granting each of the Assignment Applications each has been issued or such other date as may be set by mutual agreement of the parties; it being understood and agreed that the parties do not wish to wait for "finality" of the Orders, that they both wish to close at the earliest practical time.

(d) "Closing Place" means the offices of Stone, or such other place as the parties may mutually agree to in writing;

(e) "Exhibits" refers to the following, which are attached to and incorporated in this Agreement:

1. List of the tangible personal property used in the operation of – WWKK and to be transferred to Fort Bend pursuant to this Agreement ("WWKK Tangible Assets");
2. List of the tangible personal property used in the operation of WLDR-AM and to be transferred to Stone pursuant to this Agreement ("WLDR-AM Tangible Assets");

3. Description of the real property used in the operation of Station WLDR-AM and to be transferred to Stone pursuant to this Agreement ("WLDR-AM Real Property");

4. All FCC licenses and authorizations (WWKK FCC Licenses), and any other licenses, permits, or authorizations of any kind for WWKK (collectively, the "WWKK Licenses");

5. All FCC licenses and authorizations (WLDR-AM FCC Licenses), and any other licenses, permits, or authorizations of any kind for WLDR-AM (collectively, the "WLDR-AM Licenses");

6. Form of Security Agreement and Promissory Note to be executed and delivered by Stone (who will also personally co-sign the Note as additional security), and

7. Form of a Shared Use Lease. To be executed and delivered by both parties.

2. WWKK Assets to be Sold and Conveyed. On the Closing Date at the Closing Place, Stone will sell, assign, convey, transfer and deliver to Fort Bend, and Fort Bend will acquire and purchase:

(a) The WWKK Licenses as listed in Exhibit 4 attached hereto, including all of Stone's right, title and interest in and to the Station's call letters "WWKK."

(b) The WWKK Tangible Assets, as listed and described in detail in Exhibit 1 hereto, together with any replacements thereof or additions thereto made between the date hereof and the Closing Date, less any retirements made in the ordinary and usual course of business in connection with the acquisition of similar property or assets of greater or equal value, free and clear of all liens, charges, claims, pledges, security interests, and other encumbrances whatsoever other than those specifically referenced, recorded and accepted herein.

(c) An executed copy of the Shared Use Lease as contained herein as Exhibit 7.

3. WLDR-AM Assets to be Sold and Conveyed. On the Closing Date at the Closing Place, Fort Bend will sell, assign, convey, transfer and deliver to Stone, and Stone will acquire and purchase:

(a) The WLDR-AM Licenses as listed in Exhibit 5 attached hereto. Fort Bend, however, shall retain all right, title and interest in and to the call letters "WLDR-AM" which are not included and which will not convey in this transaction, and may transfer the call sign "WLDR-AM" to the WWKK facility on or after the Closing Date, as it may desire, it being agreed and understood that Stone will relinquish any claim to the call letters "WLDR" or WLDR-AM" upon its acquisition of the station at Closing, and will so notify the FCC. and will cooperate fully with Fort Bend in the transfer of those call letters for use by Fort Bend with the WWKK facility.

(b) The WLDR-AM Tangible Assets, as listed and described in detail in Exhibit 2 hereto, together with any replacements thereof or additions thereto made between the date hereof and the Closing Date, less any retirements made in the ordinary and usual course of business in connection with the acquisition of similar property or assets of greater or equal value, free and clear of all liens, charges, claims, pledges, security interests, and other encumbrances whatsoever other than those specifically referenced, recorded and accepted herein.

(c) All of the real property set forth in Exhibit 3 hereof, conveyed in fee simple absolute by Warranty Deed, including any buildings, structures, fixtures, and improvements of any kind located thereon, free and clear of any and all mortgages, liens, charges, claims, pledges, security interests, or any other encumbrances whatsoever other than those specifically referenced, recorded, and accepted herein.

(d) An executed copy of the Shared Use Lease as contained herein as Exhibit 7, together with the payment by Fort Bend in cash or by check of the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) in full payment of the lease for its entire term.

#### 4. Excluded Assets, and Agreements Regarding Use of Facilities.

(a) General. The assets to be exchanged between the parties are only those assets described in Exhibits 1 through 5. Business assets, liabilities, contracts, cash, accounts receivable, advertising contracts, programming and network contracts, leases, employee agreements and contracts, will not be assumed by Stone or Fort Bend for the respective stations. Stone and Fort Bend shall not assume nor have any responsibility whatsoever for any contract, lease, or other agreement or obligation of the other party unless specifically listed in the Exhibits hereof.

(b) WWKK Towers and Antenna System. On the Closing Date, Stone and Fort Bend shall enter into the Shared Use Lease, substantially in the form attached hereto as Exhibit 7, pursuant to which Fort Bend shall have use of the WWKK transmission towers, transmitter building (collocated with WJML (AM), Petoskey, Michigan, Facility ID No. 63483), and existing ground system at that site (hereinafter "WWKK/WJML Transmitter Site"). The Shared Use Lease shall have a term of twenty (25) year and shall be renewable for a term of an additional twenty (25) years; provided, however, the Shared Use Lease shall be terminated if Fort Bend receives a license to operate Station WWKK from another transmitter site or ceases to use the WWKK/WJML Transmitter Site as the WWKK transmitter site for a period of one year or more unless the cessation of use of the site is the direct result of damage to the towers for which Fort Bend was not responsible. During the term of the Shared Use Lease, the Parties shall cooperate to operate WJML and WWKK such that the operations comply with good engineering practices and the stations do not cause interference to each other. Payment will be due from Fort Bend to Stone under the Shared Use Lease at the rate of TEN DOLLARS (\$10.00) per year for each year of the initial term and for each year of the additional option term (when exercised) as more fully described in the Shared Use Lease. For purposes of this Section 4(b), Stone and Fort Bend shall include their respective successors and assigns. It is also recognized, acknowledged, and agreed to here by Stone that use of the towers and antenna system shall include the existing ground system as presently used by WWKK and Stone's warranty that such ground system is in good condition, consistent with all FCC Rules and suitable for

continued proper operation of WWKK in full conformance with its FCC license and shall be maintained as such for the full term of the lease.

(c) Main Studios. The real property and improvements used as the location of the main studios for WWKK and WLDR-AM shall not be exchanged, provided, however, each party shall have use of the then-current main studio of the station it acquired for a period of one-year following the Closing Date without the payment of further consideration. .

5. Additional Consideration by Stone. As additional consideration for the Station Exchange, Stone shall pay to Fort Bend the sum of Two Hundred Forty Four Thousand Dollars (\$244,000.00), which shall be paid by Stone, with all such payments to be made to the order of "Roy E. Henderson, President, Fort Bend Broadcasting Co.," as follows:

(a) One Hundred Thousand Dollars (\$100,000.00) in cash to be paid on the Closing Date by Bank Certified Check, or by wire transfer, as Fort Bend may direct. Stone further agrees that within ten days of execution of this Agreement, it will cause to be opened a special bank account in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), such sum to be earmarked for payment to Fort Bend at Closing, with the bank account number provided to Fort Bend, and Fort Bend to receive any interest thereon, payable to Fort Bend on a monthly basis.

(b) A Promissory Note, in standard form as attached in Exhibit 6, to be delivered on the Closing Date in the amount of One Hundred Forty Four Thousand Dollars (\$144,000.00), which note shall bear interest at the rate of six percent (6%) per annum and be payable in monthly installments under a ten (10) year amortization schedule but with a balloon payment of all remaining principal and interest on the fifth anniversary of the Closing Date. As security for the financial obligations incurred pursuant to this Paragraph 5, Stone shall also deliver to Fort Bend at Closing, a Security Agreement in the same form as set forth in Exhibit 6 hereof, duly executed by Stone, along with a fully executed UCC-1 Financing Statement.

6. Transfer Taxes. It is agreed by Stone and Fort Bend that Stone and Fort Bend shall equally share the responsibility and liability for payment of all sales, use, transfer, recording and documentary taxes and fees arising out of the transfer or assignment of any of the personal assets which are the subject of this Agreement. Any real property transfer or documentary taxes and fees shall be paid by the party upon whom Michigan or local law imposes such taxes and fees.

7. Representations and Warranties of Stone. Stone represents and warrants to Fort Bend that:

(a) Organization and Standing. Stone is now and on the Closing Date will be, a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan;

(b) Authorization. Stone has the power necessary and sufficient to undertake and complete this transaction and all necessary corporate actions to duly approve the execution, delivery, and performance of this transaction by Stone, have been taken and this Agreement constitutes a valid and binding agreement of Stone enforceable in accordance with its terms;

(c) Licenses. Stone is now, and on the Closing Date will be, the holder of the WWKK FCC Licenses as listed in Exhibit 4. The WWKK FCC Licenses constitute all of the licenses, and authorizations required for and/or used in the operation of WWKK as now operated, and the WWKK FCC Licenses are now and on the Closing Date will be in full force and effect and unimpaired by any act or omission of Stone, or Stone's employees or agents. There is not now pending, or to the knowledge of Stone threatened, any action by or before the Commission to revoke, cancel, rescind, modify or refuse to renew in the ordinary course any of the WWKK FCC Licenses. There is not now pending, issued or outstanding by or before the Commission, or to the knowledge of Stone threatened, any investigation, Order to Show Cause, Notice of Violation, Notice of Apparent Liability, or Notice of Forfeiture or material complaint against WWKK or Stone. In the event of any such material action, or the filing or issuance of any such order, notice or complaint or Stone's learning of the threat thereof, Stone shall promptly notify Fort Bend of same in writing and shall take all reasonable measures to contest in good faith or seek removal or rescission of such action, order, notice or complaint. WWKK is now, and on the Closing Date will be, operating in material compliance with its licensed values and in material compliance with the WWKK FCC Licenses, the Communications Act of 1934, as amended, and the rules, regulations and policies of the Commission;

(d) WWKK Tangible Assets. Stone now has good and valid title to the WWKK Tangible Assets and the Call Sign "WWKK") and has, and, on the Closing Date will have, good, valid and merchantable title to such assets, all free and clear of all liens, charges, claims, pledges, security interests and encumbrances whatsoever except as may be specifically set forth in Exhibit 1.

(e) Absence of Restrictions. No unwaived contract, agreement or other instrument or condition exists or on the Closing Date will exist which restricts, limits or in any manner affects any aspect of this Agreement or the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the transactions contemplated hereby by Stone do not conflict with, or result in the termination or breach of any term, condition or provision of any contract, lease, agreement or other instrument or condition by which it is bound;

(f) Qualifications. Stone is now and on the Closing Date will be legally, technically and financially qualified under the Communications Act of 1934, as amended, and under the rules and regulations of the FCC promulgated thereunder, to become the licensee of WLDR-AM and knows of no reason why the Commission will not consent to Stone becoming the licensee of WLDR-AM;

(g) Inspection of Station. Stone or Stone's agents have inspected WLDR-AM prior to the execution of this Agreement and Stone is familiar with the WLDR-AM Tangible Assets and WLDR-AM Real Property, which are the subject of this Agreement.

(h) Insurance. The WWKK/WJML Transmitter Site and the WWKK Tangible Assets are now and will be through the Closing Date fully insured by Stone against fire, windstorm, casualty and liability and Stone will continue reasonable and adequate insurance coverage on the WWKK/WJML Transmitter Site, including the towers and antenna system, throughout the term of the Shared Use Lease.

(i) Condition and Adequacy of Assets. The WWKK Tangible Assets will be conveyed

WHERE IS, AS IS, WITHOUT ANY WARRANTY except as expressly stated in this Agreement.

(j) Litigation. No judgment is issued or outstanding against WWKK or Stone. Except for matters affecting the broadcasting industry generally, no litigation, action, special assessment, charge, lien, suit, judgment, proceeding or investigation is now or on the Closing Date will be pending or outstanding before any forum, court, or governmental body, department or agency of any kind, or to the knowledge of Stone threatened, to which Stone or WWKK is a party, which might reasonably result in any material adverse change in the business, prospects or condition of WWKK or its assets, or which affects any of the Personal Property, or other property to be sold hereunder, or which has the stated purpose or the probable effect of enjoining or preventing the consummation of this Agreement or the transactions contemplated hereby or to recover damages by reason thereof, or which questions the validity of any material action taken or to be taken pursuant to or in connection with this Agreement, or which would have an adverse effect upon the Assignment Applications, and Stone does not know of any basis for such claim, litigation, action, special assessment, charge, lien, suit, judgment, proceeding or investigation;

(k) All FCC Payments and Reports Filed. Stone warrants that as of the Closing Date, Stone will have filed all Reports and payments of any kind as required by the FCC, including any Annual Regulatory Fee applicable to WWKK prior to the Closing Date. Stone is in material compliance with FCC Rules applicable to its Public File and that such File will be complete and in good order when transferred to Fort Bend at Closing.

(l) Compliance with Applicable Laws. WWKK is now and on the Closing Date will be in material compliance with applicable laws, ordinances, regulations, rules and orders. Stone now has and on the Closing Date will have all requisite corporate and other power and all necessary permits, certificates, licenses, approvals, consents and other authorizations required to carry on and conduct WWKK's business and to own, lease, use and operate WWKK's properties at the places and in the manner in which WWKK's business is conducted.

8. Affirmative Covenants of Stone. Between the date hereof and the Closing Date, as contemplated by this Agreement, Stone shall:

(a) Continue to operate WWKK (i) in the usual and ordinary course of business; (ii) in conformity with the WWKK FCC Licenses, the Communications Act of 1934, as amended, and the rules and policies of the Commission; and (iii) in conformity with all other applicable laws, ordinances, regulations, rules and orders;

(b) Stone agrees not to use or disclose any confidential or proprietary information relating to Fort Bend and not to interfere with the business relationships of Fort Bend and WLDR-AM, including those relationships with employees, suppliers and customers.

9. Negative Covenants of Stone. Between the date hereof and the Closing Date, except as contemplated by this Agreement, Stone shall not, without the prior written consent of Fort Bend:

(a) Sell, assign, lease or otherwise transfer or dispose of any of the WWKK Tangible Assets, except for retirements in the normal and usual course of business in connection with the acquisition of similar property or assets of greater or equal value, nor will it in any way sell, assign, or hypothecate in any way the WWKK/WJML transmitter tower site;

(b) Change, abandon or modify WWKK's facilities, apply for any construction permits with the Commission which would result in any material adverse changes in WWKK's facilities or authorizations, or make any material adverse changes, or enter into or modify any leases, or contracts affecting WWKK's existing studio or tower locations or fixtures or improvements located thereon.

(c) Fail to repair, maintain, or replace WWKK's transmitting, studio or technical equipment in accordance with the normal standards of maintenance applicable in the broadcasting industry, or fail to maintain at the normal level, the equipment, supplies, or other tangible property used or usable in the operation of WWKK.

10. Representations and Warranties of Fort Bend and Independent. Fort Bend and Independent (limited to matters pertaining to the WLDR Real Property) each represents and warrants to Stone that:

(a) Organization and Standing.

(i) Fort Bend is now and on the Closing Date will be a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, and as of Closing shall be fully authorized to do business in the State of Michigan;

(ii) Independent is now and on the Closing Date will be a corporation duly organized, validly existing and in good standing under the law of the State of Michigan;

(b) Authorization. Fort Bend and Independent each has the power necessary and sufficient to undertake and complete this transaction, and all necessary corporate actions to duly approve the execution, delivery, and performance of this transaction by Fort Bend and Independent each have been taken and this Agreement constitutes a valid and binding agreement of Fort Bend and Independent, enforceable in accordance with its terms;

(c) Licenses. Fort Bend is now, and on the Closing Date will be, the holder of the WLDR-AM FCC Licenses as listed in Exhibit 5. The FCC Licenses constitute all of the licenses, and authorizations required for and/or used in the operation of WLDR-AM as now operated, and the WLDR-AM FCC Licenses are now and on the Closing Date will be in full force and effect and unimpaired by any act or omission of Fort Bend, or Fort Bend's employees or agents. There is not now pending, or to the knowledge of Fort Bend threatened, any action by or before the Commission to revoke, cancel, rescind, modify or refuse to renew in the ordinary course any of the WLDR-AM FCC Licenses. There is not now pending, issued or outstanding by or before the Commission, or to the knowledge of Fort Bend threatened, any investigation, Order to Show Cause, Notice of Violation, Notice of Apparent Liability, or Notice of Forfeiture or material complaint against WLDR-AM or Fort Bend. In the event of any such material action, or the filing or issuance of any such order, notice or complaint or Fort Bend's learning of the threat thereof, Fort Bend shall promptly notify Stone of same in writing and shall take all reasonable measures to contest in good faith or seek removal or rescission of such action, order, notice or complaint. WLDR-AM is now, and on the Closing Date will be, operating in material compliance with its licensed values and in material compliance with the WLDR-AM FCC Licenses, the Communications Act of 1934, as amended, and the rules, regulations and policies of the Commission;

(d) WLDR-AM Assets. Fort Bend now has good and valid title to the WLDR-AM Tangible Assets and Independent has good and valid title to the WLDR-AM Real Property (subject to sub-par. (h)) and has, or on the Closing Date will have, good, valid and merchantable title to those assets. All free and clear of all liens, charges, claims, pledges, security interests and encumbrances whatsoever except as may be specifically set forth in Exhibits 2 and 3.

(e) Absence of Restrictions. No unwaived contract, agreement or other instrument or condition exists or on the Closing Date will exist which restricts, limits or in any manner affects any aspect of this Agreement or the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the transactions contemplated hereby by Fort Bend and Independent do not conflict with, or result in the termination or breach of any term, condition or provision of any contract, lease, agreement or other instrument or condition by which it is bound;

(f) Qualifications. Fort Bend is now and on the Closing Date will be legally, technically and financially qualified under the Communications Act of 1934, as amended, and under the rules and regulations of the FCC promulgated thereunder, to become the licensee of WWKK and knows of no reason why the Commission will not consent to Fort Bend becoming the licensee of WWKK.

(g) Inspection of Station. Fort Bend or Fort Bend's agents have inspected WWKK prior to the execution of this Agreement and Fort Bend is familiar with the WWKK Tangible Assets, which are the subject of this Agreement.

(h) WLDR-AM Real Property.

(i) Independent warrants that it has good and valid title to the WLDR-AM Real Property and that there are no outstanding title issues, mortgages, liens, or encumbrances with respect to the WLDR-AM Real Property or any part thereof, except as disclosed in Exhibit 3, or on the title commitment, which shall be addressed and resolved per paragraph 22(b)(vii) below. Policies of liability insurance are presently in force and effective with respect to the WLDR-AM Real Property, affording such coverage and with limits as are reasonable and customary with respect to the operation as conducted on such property. There is no existing, pending, or notice of threatened litigation, condemnation or sale in lieu thereof, with respect to any portion of the WLDR-AM Real Property relating to or arising out of the ownership of the WLDR-AM Real Property by any federal, state, county, or municipal department, commission, board, bureau, or agency or any other governmental instrumentality. There is no proceeding pending or presently being prosecuted for the reduction or increase of the assessed valuation or taxes or other impositions payable in respect to any portion of the WLDR-AM Real Property. Neither Fort Bend nor Independent has any information or knowledge of any change contemplated in any applicable law, ordinance, restriction, or any judicial or administrative action, or any action by adjacent landowners, or natural or artificial conditions existing or threatened upon the WLDR-AM Real Property which would have a material adverse affect upon the WLDR-AM Real Property, its continued use as presently used, or its value. There is no significant adverse fact or condition relating to the WLDR-AM Real Property and neither Fort Bend nor Independent knows of any fact or condition of any kind or character whatsoever which would adversely affect Buyer's intended continued use of the WLDR-AM Real Property for its present existing purposes. Neither Fort Bend nor Independent has knowledge of any existing fact or condition which would result or could result in the termination or reduction of the current access to and from the WLDR-AM Real Property to existing highways and roads, or to sewer, water, electric power, telephone, or other existing utility services presently available and serving the WLDR-AM Real Property.

(ii) The WLDR-AM Real Property is presently used, in full compliance with all applicable zoning and land-use regulations and has not received any notice of, and has no knowledge of, any material violation of any zoning, building, health, fire, water use, or similar statute, ordinance, law, regulation or code in connection with the WLDR-AM Real Property and to the knowledge of either Fort Bend or Independent, no such violation has been alleged and no fact or condition exists which would constitute such violation.

(iii) Fort Bend and Independent warrant that WLDR-AM's existing ground antenna system located on the WLDR-AM Real Property is in good condition and suitable for proper operation of WLDR-AM in full accordance with its FCC licensed values.

(i) [Intentionally Deleted]

(j) Insurance. The WLDR-AM Real Property and the WLDR-AM Tangible Assets are now and will be through the Closing Date fully insured by Fort Bend against fire, windstorm, casualty and liability.

(k) Condition and Adequacy of Assets. The WLDR-AM Tangible Assets will be conveyed WHERE IS, AS IS, WITHOUT ANY WARRANTY except as expressly stated in this Agreement.

(l) Litigation. No judgment is issued or outstanding against Independent or Fort Bend. Except for matters affecting the broadcasting industry generally, no litigation, action, special assessment, charge, lien, suit, judgment, proceeding or investigation is now or on the Closing Date will be pending or outstanding before any forum, court, or governmental body, department or agency of any kind, or to the knowledge of Fort Bend or Independent threatened, to which Fort Bend or Independent is a party, which might reasonably result in any material adverse change in the business, prospects or condition of WLDR-AM or its assets, or which affects any of the WLDR-AM Real Property, WLDR –AM Tangible Assets, or other property to be sold hereunder, or which has the stated purpose or the probable effect of enjoining or preventing the consummation of this Agreement or the transactions contemplated hereby or to recover damages by reason thereof, or which questions the validity of any material action taken or to be taken pursuant to or in connection with this Agreement, or which would have an adverse effect upon the Assignment Application, and neither Fort Bend nor Independent knows of any basis for such claim, litigation, action, special assessment, charge, lien, suit, judgment, proceeding or investigation;

(m) All FCC Payments and Reports Filed. As of the Closing Date, Fort Bend will have filed all Reports and payments of any kind as required by the FCC, including any Annual Regulatory Fee applicable to WLDR-AM prior to the Closing Date. Fort Bend is in material compliance with FCC Rules applicable to its Public File and that such File will be complete and in good order when transferred to Stone at Closing.

(n) Compliance with Applicable Laws. Fort Bend warrants that WLDR-AM is now and on the Closing Date will be in material compliance with applicable laws, ordinances, regulations, rules and orders. Fort Bend now has and on the Closing Date will have all requisite corporate and other power and all necessary permits, certificates, licenses, approvals, consents and other authorizations required to carry on and conduct WLDR-AM's business and to own, lease, use and operate WLDR-AM's properties at the places and in the manner in which WLDR-AM's business is conducted.

11. Affirmative Covenants of Fort Bend. Between the date hereof and the Closing Date, as contemplated by this Agreement, Fort Bend shall:

(a) Continue to operate WLDR-AM (i) in the usual and ordinary course of business; (ii) in conformity with the WLDR-AM FCC Licenses, the Communications Act of 1934, as amended, and the rules and policies of the Commission; and (iii) in conformity with all other applicable laws, ordinances, regulations, rules and orders;

(b) Fort Bend agrees not to use or disclose any confidential or proprietary information relating to Stone, nor to interfere with the business relationships of Stone and WWKK, including those relationships with employees, suppliers and customers.

12. Negative Covenants of Fort Bend and Independent. Between the date hereof and the Closing Date, except as contemplated by this Agreement, neither Fort Bend nor Independent shall, without the prior written consent of Stone:

(a) Sell, assign, lease or otherwise transfer or dispose of any of the WLDR-AM Real Property or the WLDR-AM Tangible Assets, except for retirements in the normal and usual course of business in connection with the acquisition of similar property or assets of greater or equal value;

(b) Change, abandon or modify the WLDR-AM facilities, apply for any construction permits with the Commission which would result in any material adverse changes in the WLDR-AM facilities or authorizations, or make any material adverse changes, or enter into or modify any leases, or contracts affecting the WLDR-AM existing studio or tower locations or fixtures or improvements located thereon.

(c) Fail to repair, maintain, or replace the WLDR-AM transmitting, studio or technical equipment in accordance with the normal standards of maintenance applicable in the broadcasting industry or fail to maintain at the normal level the equipment, supplies, or other tangible property used or usable in the operation of WLDR-AM.

13. Control of Each Station. This Agreement shall not be closed and consummated until after the Commission has given its written consent and approval to both of the Assignment Applications. Between the date of this Agreement and the Closing Date, Stone and Fort Bend, their employees or agents, shall not directly or indirectly control, supervise or direct or attempt to control, interfere with, supervise or direct the operation of each other's Station, but such operation shall be the sole responsibility of and in the complete discretion of the owner of each station.

14. Filing of Application. Stone and Fort Bend agree to proceed as expeditiously as practical, and in any event no later than five (5) business days after the execution of this Agreement by all parties hereto, to file the Assignment Applications. The parties agree that such applications will be prosecuted in good faith and with due diligence. Stone and Fort Bend agree that they will each bear their own costs incurred in connection with this transaction except as otherwise provided herein, and that the FCC filing fees will be shared equally by Stone and Fort Bend. Stone and Fort Bend acknowledge that time is of the essence with regard to this transaction and that they shall furnish promptly all information reasonably requested by the Commission during its consideration of the application filed pursuant to this paragraph.

15. Termination by Non-Action of Commission. If each of the Assignment Applications shall not have been granted on or before May 31, 2007, either party, at its option, by notice of termination to the other party, may terminate this Agreement without liability on the part of the terminating party; provided, however, that the terminating party shall not be in default under the provisions of this Agreement, or that the a delay in any decision or determination by the Commission respecting such application shall not have been caused or materially contributed to by any failure on the part of such

party to furnish, file or make available information within its control or caused by the willful furnishing by such party of incorrect, inaccurate or incomplete information to the Commission.

16. Termination on Notice for Hearing. If the Commission indicates its intention to designate either or both of the Assignment Applications for hearing, either party shall have the option of terminating this Agreement by notice to the other party prior to such designation or the commencement of the hearing if the terminating party shall not be in default under the provisions of this Agreement.

17. Default By Either Party. In the event of a claimed default by either Stone or Fort Bend on any term of this Agreement, the other party shall serve the defaulting party by U.S. Certified Mail, or equivalent service, written notice thereof in accordance with paragraph 25 of this Agreement. The defaulting party shall then have a period of 21 days in which to cure the default and advise the other non-defaulting party thereof, failing which, the default remaining uncured, the other party then shall have the right to pursue all remedies at law and equity, it being specifically recognized herein by Stone and Fort Bend that the radio stations are unique properties, that money damages would be an insufficient remedy, and that the remedies shall include, at the option of the non-defaulting party, all remedies at law, including money damages, as well as the right to sue for specific performance.

18. Risk of Loss. The risk of loss or damage to any of the assets of WLDR-AM or WWKK from fire or other casualty or cause shall be upon the owner of such Station at all times up to the Closing on the Closing Date, and it shall be the responsibility of such owner to repair or cause to be repaired and to restore the assets as described in Exhibit 1 and the WWKK/WJML Transmitter Site with respect to WWKK and Exhibit 2 with respect to WLDR-AM, to their condition prior to any such loss or damage except as may be hereinafter provided in this paragraph. In the event of any such loss or damage, the owner shall notify the other party of same in writing immediately, specifying with particularity the loss or damage incurred, the cause thereof, if known or reasonably ascertainable, and the insurance coverage. The proceeds of any claim for any loss payable under any insurance policy with respect thereto shall be used to repair, replace or restore any such property to its former condition subject to the conditions stated below. If the property is not completely repaired, replaced or restored on or before the Closing on the Closing Date, the party to acquire such assets, at its sole option: (a) may postpone the Closing until such time as the property has been completely repaired, replaced or restored, and, if necessary, the parties shall join in a application or applications requesting the Commission to extend the effective period of its consent to the Assignment Application; (b) may consummate the Closing and accept the property in its then condition, in which event all proceeds of insurance covering the property involved shall be assigned to the acquiring party; or (c) may rescind this Agreement and declare it of no further force and effect, if such repairs, replacements or restorations are not completed within thirty (30) days after the date specified in Paragraph 1(c) hereof as the Closing Date.

19. Broadcast Transmission of Station Prior to Closing Date. Each party warrants that its subject Station is currently being operated on-the-air consistent with all provisions of the Communications Act of 1934, as amended, and all FCC rules and terms of their licenses and further agrees that if prior to the Closing Date any event occurs which prevents the regular broadcast transmission of

either Station in substantially the normal and usual manner in which it has heretofore been operating, the owner of such Station shall give prompt written notice thereof to the other party. The other party shall be entitled, by giving written notice thereof, to terminate this Agreement at its sole option and without any further obligation hereunder by either party, if: (a) broadcast transmissions are not commenced on a temporary basis within five (5) days, or (b) such facilities are not restored so that normal and usual transmissions are resumed by within thirty (30) days after such event.

20. Indemnification by Stone.

(a) It is understood and agreed that Fort Bend does not assume, and shall not be obligated to pay, any liability of Stone under the terms of this Agreement or otherwise and shall not be obligated to perform any obligations of Stone of any kind or manner, except by reason of contracts expressly assumed by Fort Bend hereunder and with respect to such contracts only such obligations which arise subsequent to the Closing Date, or as herein provided. Stone hereby agrees to indemnify, defend and hold harmless Fort Bend, its successors and assigns, from and against:

(i) Any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, of every kind and description, contingent or otherwise (the foregoing hereinafter collectively referred to as "Damages"), occasioned by, arising out of or resulting from the operation of WWKK prior to the close of business on the broadcast day before the Closing Date; and

(ii) Any and all damages occasioned by, arising out of or resulting from any intentional misrepresentation, or material breach of warranty or covenant, or default or nonfulfillment of any condition or agreement on the part of Stone under this Agreement, or from any certificate, agreement, exhibit, schedule or other instrument furnished to Fort Bend pursuant to this Agreement or in connection with any of the transactions contemplated hereby and Fort Bend shall have the right of set-off of any disputed amount in the event of any breach under subparagraph (i) and (ii) hereof; provided however, that no amounts claimed as damages may be set-off absent agreement thereto by Stone or absent a court of competent jurisdiction having determined that Fort Bend is entitled to damages and shall have determined the amount thereof, including interest and all other penalties, reasonable attorneys' fees or any other such costs from the date of such breach.

(b) Fort Bend shall notify Stone in writing within fifteen (15) days of the occurrence of any event, or of its discovery of any facts, which in its opinion entitle or may entitle it to indemnification under this Paragraph 20. With respect to threatened or asserted claims of third parties as may arise from events or deficiencies of Stone occurring prior to Closing, even if not disclosed until after Closing, Stone shall promptly defend such claim by counsel of its own choosing.

(c) If Stone within fifteen (15) days after such written notice of a claim fails to cure such claim or to defend Fort Bend, Fort Bend shall be entitled to undertake the defense, compromise or settlement of such claim at the expense of and for the account and risk of Stone, subject to the right of Stone to assume the defense of such claim at any time prior to the settlement, compromise or final determination thereof.

21. Indemnification By Fort Bend.

(a) It is understood and agreed that Stone does not assume, and shall not be obligated to pay, any liability of Fort Bend under the terms of this Agreement or otherwise and shall not be obligated to perform any obligations of Fort Bend of any kind or manner, except by reason of contracts expressly assumed by Stone hereunder and with respect to such contracts only such obligations which arise subsequent to the Closing Date, or as herein provided. Fort Bend hereby agrees to indemnify, defend and hold harmless Stone, its successors and assigns, from and against:

(i) Any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, of every kind and description, contingent or otherwise (the foregoing hereinafter collectively referred to as "Damages"), occasioned by, arising out of or resulting from the operation of WLDR-AM prior to the close of business on the broadcast day before the Closing Date; and

(ii) Any and all damages occasioned by, arising out of or resulting from any intentional misrepresentation, or material breach of warranty or covenant, or default or nonfulfillment of any condition or agreement on the part of Fort Bend under this Agreement, or from any certificate, agreement, exhibit, schedule or other instrument furnished to Stone pursuant to this Agreement or in connection with any of the transactions contemplated hereby and Stone shall have the right of set-off of any disputed amount in the event of any breach under subparagraph (i) and (ii) hereof; provided however, that no amounts claimed as damages may be set-off absent agreement thereto by Fort Bend or absent a court of competent jurisdiction having determined that Stone is entitled to damages and shall have determined the amount thereof, including interest and all other penalties, reasonable attorneys' fees or any other such costs from the date of such breach.

(b) Stone shall notify Fort Bend in writing within fifteen (15) days of the occurrence of any event, or of its discovery of any facts, which in its opinion entitle or may entitle it to indemnification under this Paragraph 21. With respect to threatened or asserted claims of third parties as may arise from events or deficiencies of Fort Bend occurring prior to Closing, even if not disclosed until after Closing, Fort Bend shall promptly defend such claim by counsel of its own choosing.

(c) If Fort Bend within fifteen (15) days after such written notice of a claim fails to cure such claim or to defend Stone, Stone shall be entitled to undertake the defense, compromise or settlement of such claim at the expense of and for the account and risk of Fort Bend, subject to the right of Fort Bend to assume the defense of such claim at any time prior to the settlement, compromise or final determination thereof.

## 22. Conditions Precedent to Closing.

(a) Mutual Condition of Commission Consent. The obligation of both Stone and Fort Bend to consummate this Agreement is subject to the satisfaction of the condition that the Commission shall have granted both Assignment Applications, and each such grant shall have become a Final Order, unless finality has been waived by mutual consent, and such grant shall be in full force and effect on the Closing Date.

(b) Conditions to Stone's Obligation. In addition to satisfaction of the mutual condition set forth above, the obligation of Stone to consummate this Agreement is subject to the satisfaction of each of the following conditions having been met by Fort Bend:

(i) Representations and Warranties. The material representations and warranties of Fort Bend and Independent contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time.

(ii) Performance. Fort Bend and Independent shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Fort Bend and Independent prior to and at the Closing Date.

(iii) WLDR-AM FCC Licenses. On the Closing Date, Fort Bend shall be the holder of the WLDR-AM FCC License. No proceedings shall be pending or threatened which may result in the revocation, cancellation, suspension or modification of any such FCC Licenses.

(iv) Release of Liens and Tender of Good Title. As of the Closing Date, there shall be a complete release of all liens against the WLDR-AM Real Property and the WLDR-AM Tangible Assets other than any lien for taxes that have accrued but are not yet payable, and liens specifically accepted by Stone, and Independent and Fort Bend, respectively, shall have tendered to Stone good and marketable title to such assets.

(v) No Adverse Change. Between the date hereof and the Closing Date, there shall not have been any material adverse change in the operations or physical condition of WLDR-AM, or the assets to be acquired by Stone.

(vi) Environmental Assessment. Not later than sixty (60) days after execution of this Agreement, Stone may obtain at its expense a Phase I (the "Phase I") environmental assessment of

the WLDR-AM Real Property by an environmental engineer selected by Stone. Within seven (7) days after Stone's receipt of the Phase I, if the Phase I indicates hazardous or toxic materials, violation of any environmental law or regulation or other adverse environmental conditions may exist on, under or affect such properties (hereinafter "Adverse Environmental Conditions"), then Stone shall be entitled to obtain a Phase II (the "Phase II") environmental assessment of the WLDR-AM Real Property, or any portion thereof. (The Phase I and Phase II, if obtained, shall be referred to herein as the "Environmental Assessment"). If after appropriate inquiry into the previous ownership of and uses of the WLDR-AM Real Property consistent with good commercial or customary practice, the engineer concludes that Adverse Environmental Conditions exist on, under or affecting the WLDR-AM Real Property, and that the cost to remove, correct or remedy all such Adverse Environmental Conditions will exceed Ten Thousand Dollars (\$10,000.00), Stone may terminate this Agreement and such termination shall not be deemed a breach or default under this Agreement. For purposes of this Section, "hazardous or toxic material" shall mean waste, substance, materials, smoke, gas, or particulate matter designated as hazardous, toxic, or dangerous under any environmental law or regulation. For purposes of this Section, "environmental law or regulation" shall include the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et. seq.), and any other applicable federal, state, or local environmental, health, or safety law, rule or regulation including, but not limited to, regulation or prohibition of any asbestos or asbestos-related products and any oils or pesticides of any kind.

(vii) Title Commitment and Survey. Within sixty (60) days after the date of the this Agreement, Fort Bend and Independent will cause to be prepared and delivered to Stone, by Grand Traverse Title Agency (the "Title Company") (Traverse City, MI; 231-946-5686), a title commitment issued with respect to the WLDR-AM Real Property disclosing all matters of record that relate to the title to the WLDR-AM Real Property and improvements, detailing the Title Company's requirements for closing and committing to issue an owner's policy of title insurance with respect to the WLDR-AM Real Property, together with legible copies of all instruments referred to in the report (collectively, the "Title Report"). Further, within sixty (60) days after the date of this Agreement, Fort Bend, at its expense, shall deliver to Stone and the Title Company an "as-built" Survey (certified in accordance with PA 1970, No. 132, which may be upgraded to an ALTA Survey at Buyer's expense) dated on or after the date of this Agreement, setting forth the legal description and boundaries of the WLDR-AM Real Property, showing the location of all Improvements and matters disclosed by the Title Report, and certified to Buyer, Seller and the Title Company (collectively, the "Survey"). Within fifteen (15) days after it has received both the Title Report and the Survey, Stone shall review and object, in writing, to any easements, liens, encumbrances or other exceptions or requirements in the Title Report or shown on the Survey (the "Title Objections"). If Fort Bend is unable or unwilling to eliminate the matters covered by the Title Objections upon terms acceptable to Stone, in Stone's reasonable discretion, Fort Bend shall so notify Stone in writing, and Stone shall either waive the Title Objections that Fort Bend did not cure and proceed with the Closing or terminate this Agreement, as its sole recourse. To the extent Independent is shown, in the title commitment, as having an interest in the WLDR-AM Real Property, Independent (in

cooperation with Fort Bend) shall participate in resolving the title company's requirements for closing per this sub-paragraph.

If the Title Company conducts the closing, the parties agree to share the Title Company's closing fee equally.

(viii) Instruments and Documents. On or before the Closing Date, Fort Bend shall execute and deliver to Stone, in form and substance reasonably satisfactory to Fort Bend:

(A) An assignment of the WLDR-AM FCC Licenses;

(B) One or more Bills of Sale conveying to Stone all of the WLDR-AM Tangible Assets;

(C) A resolution by the Board of directors of Fort Bend affirming that the corporation is duly organized, validly existing, and in good standing under the laws of the State of Texas, fully authorized to do business in the State of Michigan, and with full power and commitment to enter into the Agreement and to undertake and complete the transactions contemplated therein;

(D) A certificate executed by the President of Fort Bend affirming that the representations and warranties made by Fort Bend herein are true and correct on and as of the Closing Date with the same effect as though such representations had been made or given as of the Closing Date;

(E) Fort Bend's executed copy of The Shared Use Lease in the form attached hereto as Exhibit 7, along with the payment of \$250.00 by Fort Bend for the entire initial term of the Shared Use lease.

(F) A Warranty Deed conveying the WLDR-AM Real Property to Stone, subject to the matters of record disclosed in the title commitment and approved (or waived) by Stone.

(G) Such other documents as Stone may reasonably require to provide assurance that this Agreement has been consummated as agreed.

(c) Conditions to Fort Bend's Obligation. In addition to satisfaction of the mutual condition set forth above, the obligation of Fort Bend to consummate this Agreement is subject to the satisfaction of each of the following conditions having been met by Stone:

(i) Representations and Warranties. The material representations and warranties of Stone contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time.

(ii) Performance. Stone shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Stone prior to and at the Closing Date.

(iii) FCC Licenses. On the Closing Date, Stone shall be the holder of the WWKK FCC Licenses. No proceedings shall be pending or threatened which may result in the revocation, cancellation, suspension or modification of any such FCC Licenses.

(iv) Release of Liens and Tender of Good Title. As of the Closing Date, there shall be a complete release of all liens against the WWKK Tangible Assets other than any lien for taxes that have accrued but are not yet payable, and liens specifically accepted by Fort Bend, and Stone shall have tendered to Fort Bend good and marketable title to such assets.

(v) No Adverse Change. Between the date hereof and the Closing Date, there shall not have been any material adverse change in the operations or physical condition of WWKK, the WWKK Tangible Assets or the WWKK/WJML Transmitter Site.

(vi) Instruments and Documents. On or before the Closing date, Stone shall execute and deliver to Fort Bend, in form and substance reasonably satisfactory to Fort Bend:

(A) The Additional Consideration as set forth in Paragraph 5 hereof, in the form specified therein, together with the executed Promissory Note and the executed Security Agreement in the form attached hereto as Exhibit 6, along with a fully executed form UCC-1 Financing Statement;

(B) An assignment of the WWKK(AM) FCC Licenses;

(C) One or more Bills of Sale conveying to Fort Bend all of the WWKK(AM) Tangible Assets

(D) A certificate executed by the President of Stone affirming that the representations and warranties made by Stone herein are true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made or given as of the Closing Date.

(E) A resolution by the Board of Directors of Stone affirming that the corporation is duly organized, validly existing, and in good standing under the laws of the State of Michigan, and with full power and commitment to enter into the Agreement and to undertake and complete the transactions contemplated therein.

(F) Stone's executed copy of the Shared Use Lease in the form attached hereto as Exhibit 7; and

(G) Such other documents as Fort Bend may reasonably require to provide assurance that this Agreement has been consummated as agreed.

23. Survival of Covenants, Representations and Warranties. All representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing Date for a period of one year notwithstanding any investigations made by or on behalf of the parties hereto except as to any items inspected, discovered, or otherwise evidenced in documents provided, reviewed, and accepted, by the party asserting a breach of the same under the terms of this Agreement; provided, however, nothing in this Paragraph 23 shall limit or negate any ongoing obligation on the part of either Fort Bend or Stone under the Shared Use Lease, including but not limited to Stone's obligation to carry insurance and to maintain the WWKK/WJML Transmitter Site and associated ground system.

24. Finders, Consultants and Brokers. The parties hereto hereby recognize and warrant to each other that no Broker, Agent, or other such third party has been used by either party in this transaction nor is any Finder's fee or commission due to any other party in connection with this transaction. To the extent that any such fee is claimed against either party, it shall be that party's sole obligation to defend or pay such claim with no contribution or liability whatsoever from the other party.

25. Notices. Except as otherwise provided herein, all notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed duly given if sent by registered or certified mail, postage prepaid, return receipt requested, or by any other recognized overnight carrier (such as Federal Express) from whom a receipt for delivery is required, and addressed as follows:

(a) If to Stone: Richard D. Stone, President  
Stone Communications, Inc.  
2175 Click Road  
Petoskey, Michigan 49770

With a copy to: Matthew H. McCormick  
Irwin, Campbell & Tannenwald, P.C.  
1730 Rhode Island Ave., NW  
Suite 200  
Washington, D.C. 20036

and

Webb Martin, Esq/  
Ramer, Moore, Schmoll & Martin, PLLC  
100 Spring Street  
Harbor Springs, MI 49740

(b) If to Fort Bend and/or

Independent: Roy E. Henderson, President  
Fort Bend Broadcasting Company  
Independent Land Company  
The Woodlands at 1610 Woodstead Court  
Suite 350  
The Woodlands, Texas 77380

With a copy to: Robert J. Buenzle, Esq.  
Law Offices of Robert J .Buenzle  
11710 Plaza America Drive  
Suite 2000  
Reston, Virginia 20190

and

William M. Davison, Esq.  
Running, Wise & Ford, P.L.C.  
326 East State Street, P.O. 686  
Traverse City, MI 49685-0686

or any such other addresses as the parties may from time to time designate in writing. Evidence of receipt of such service or first refusal of such service shall constitute the date of Notice for all purposes under this Agreement.

26. Assignability. The parties agree that this contract is assignable by either party, provided however that in the case of any such assignment, the other party shall be promptly notified of such assignment, and provided further that in the case of any such assignment, Assignee shall become fully liable and responsible for all rights, duties, and obligations of the original party and similarly be entitled to all benefits, representations, warranties and covenants as set forth herein, but the Assignor shall not be relieved of its obligations hereunder, and in the event of any nonperformance by Assignee, shall remain responsible for all rights, duties, and obligations as set forth herein. This Agreement, including the Promissory Note and Security Agreement, shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, administrators, executors, successors and assigns.

27. Other Documents. Without the payment of additional consideration, the parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement.

28. Exhibits. All Exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth therein.

29. Construction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan.

30. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

31. Headings. The headings of the paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Agreement or the intent of any paragraph hereof.

32. Entire Agreement. This Agreement and all Exhibits hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior negotiations between such parties, and can be amended, supplemented, or changed only by mutual written agreement by the parties hereto.

33. No Reversionary Interest. The parties expressly agree, pursuant to Section 73.1150 of the FCC's rules, that neither retains a right of reversion of the FCC licenses it is conveying, no right to reassignment in the future of the FCC licenses it is conveying, and no right to use the facilities of the station it is conveying for any period.

34. Tax Deferred Purchase. Both Stone and Fort Bend may elect to structure this transaction as a tax-deferred like-kind exchange pursuant to Internal Revenue Code Section 1031. Each party shall cooperate with the other to effectuate such an exchange *provided that*, such tax deferred like-kind exchange shall not (i) result in any material additional cost or expense to the other, (ii) result in any adverse tax consequences to the other, (iii) affect the other's liability for any of its representations, warranties, covenants and obligations pursuant to this Agreement, or (iv) require the other to serve as the qualified intermediary.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written:

STONE:

Stone Communications, Inc.

BY: \_\_\_\_\_  
Richard D. Stone, President

Date: \_\_\_\_\_

FORT BEND:

Fort Bend Broadcasting Company

BY: \_\_\_\_\_  
Roy E. Henderson, President

Date: \_\_\_\_\_

INDEPENDENT:

Independent Land Company

BY: \_\_\_\_\_  
Roy E. Henderson, President

Date: \_\_\_\_\_